



ENTERED  
05/31/2021

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

HOUTEX BUILDERS, LLC, *et al.*,  
  
DEBTORS.

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§

Case No. 18-34658

Chapter 11

Jointly Administered

AGREED ORDER DISMISSING CASE  
(This relates to Dkt No. 747)

On the Debtors' and Charles C. Foster's Motion for Structured Dismissal, any responses to the motion, the evidence and arguments adduced at any hearing on the motion and the record in these cases, the Court finds the notice of the motion was sufficient under the circumstances, cause exists to grant the relief sought, the relief sought is in the best interest of these estates and their creditors, the proposed resolution of competing claims is fair and equitable and satisfies the requirements of Bankruptcy Rule 9019(a). It is hereby

ORDERED THAT:

1. Foster is authorized and directed to make the following distributions from the HouTex DIP account within 5 business days following the date upon which the deadline set forth in Bankruptcy Rule 8002(a)(1) has expired with respect to this Order:

- a. First, Charles C. Foster, to himself \$113,057.66. Upon Foster's receipt of the \$113,057.66, Foster shall pay within two business days \$105,000.00 to Parkins Lee & Rubio LLP, in satisfaction of their legal fees and expenses in connection with these cases and Foster's obligations under their engagement letter appearing at Dkt. 700-1.

- b. Second, simultaneously with Foster's payment to PLR above, Foster shall make the following distributions from the HouTex account:
  - i. Diamond McCarthy LLP to receive \$40,000.
  - ii. HL Builders LLC, to its claim-assignee Fuqua & Associates, PC, to receive \$50,000.
  - iii. US Trustee & Clerk of the Court, to be paid any quarterly fees and filing fees in full.
  - iv. Schmuck, Smith, Tees & Company, P.C., to be paid fees and expenses in connection with these cases in full.
- c. Third, Foster to himself any residual amount remaining in the HouTex DIP account following the completion of all other distributions.

2. Fees previously paid to professionals on an interim or other basis in these Cases are approved on a final basis without need for further application of any kind. Distributions under this Order are deemed to be on account of allowed professional compensation claims or other administrative claims, as the case may be, without need for further application of any kind.

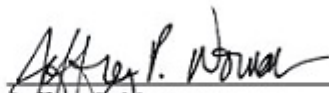
3. Each of the Debtors in these cases, Fuqua & Associates, P.C., Diamond McCarthy LLP, Parkins Lee & Rubio LLP, Schmuck, Smith, Tees & Company, P.C., Jones Murray & Beatty LLP and Charles C. Foster do release and are deemed to have released each other for any and all claims arising out of or related to the above-captioned jointly administered cases; provided, however, that (a) these releases do not impair any claims transferred to Spirit of Texas Bank under the *Order Granting Motion For Authority To Compromise Disputes Among the Debtors, Charles Foster and Spirit of Texas Bank ssb Under Bankruptcy Rule 9019* [Dkt. 709], and (b) these releases do not impair any claims that may exist between any of the Parties that do not arise from or relate to these cases.

4. The stay under Rule 6004(h) is waived for cause.

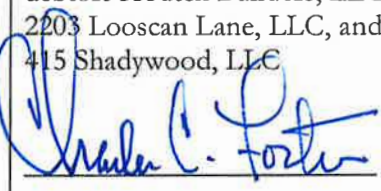
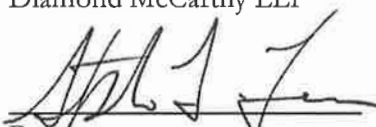
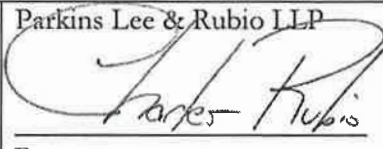
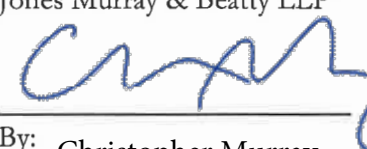
5. The parties shall remain bound by this Order following dismissal of these cases and the Court shall retain jurisdiction to enforce or interpret this Order.

6. These cases are DISMISSED.

Signed: May 31, 2021

  
 Jeffrey P. Norman  
 United States Bankruptcy Judge

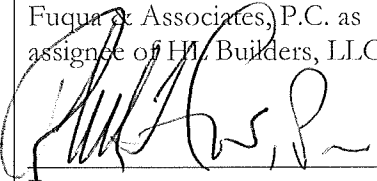

**AGREED AS TO FORM AND SUBSTANCE:**

Charles Foster, for himself and debtors Houtex Builders, LLC, 2203 Looscan Lane, LLC, and 415 Shadywood, LLC 	Diamond McCarthy LLP  By: <u>STEPHEN T. LODEN</u> Title: <u>Counsel</u>	Parkins Lee & Rubio LLP  By: Charles Rubio Title: Partner
Schmuck, Smith, Tees & Company, P.C.  By: _____ Title: _____	Fuqua & Associates, P.C. as assignee of HL Builders, LLC  By: _____ Title: _____	Jones Murray & Beatty LLP  By: Christopher Murray Title: Partner

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Charles Foster, for himself and debtors Houtex Builders, LLC, 2203 Looscan Lane, LLC, and 415 Shadywood, LLC  _____	Diamond McCarthy LLP  _____ By:  Title:	Parkins Lee & Rubio LLP  _____ By:  Title:
Schmuck, Smith, Tees & Company, P.C.  _____ By:  Title:	Fuqua & Associates, P.C. as assignee of H1 Builders, LLC  _____ By:  Title: 	Jones Murray & Beatty LLP  _____ By:  Title:

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Schmuck, Smith, Tees & Company, P.C.  <i>L.A. Schmuck</i> By: <i>L.A. Schmuck</i> Title: <i>PRESIDENT</i>	Fuqua & Associates, P.C. as assignee of HL Builders, LLC  _____ By: _____ Title: _____	Jones Murray & Beatty LLP  _____ By: _____ Title: _____